



OREGON STATE UNIVERSITY

CONTRACT FOR THE PURCHASE OF
Travel Management Services for
OSU Intercollegiate Athletics
CONTRACT NO. 180438P

This Contract is between Oregon State University for its Intercollegiate Athletics Department ("OSU") and Anthony Travel ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number **DC180438P** entitled Travel Management Services for OSU Intercollegiate Athletics and Contractor was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. **CONTRACT TERM AND TERMINATION:**

A. **CONTRACT TERM.**

This Contract is effective on the date of last signature and expires on April 30, 2019 (the "Initial Term"). OSU has the option to extend the term of this Contract for six (6) additional two (2) year terms based on the current terms and conditions. OSU may exercise this option to extend, in its sole discretion, by providing written notice to Contractor prior to the expiration of the Contract, unless OSU, at its sole option, elects not to extend the Contract by providing written notice to Contractor prior to the expiration of the Contract.

B. **TERMINATION.**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days, (c) breach of contract. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. **REMEDIES FOR CONTRACTOR'S DEFAULT.**

In the event Contractor is in default (which includes without limitation, incomplete services), OSU

may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. STATEMENT OF WORK:

A. SERVICES.

Contractor will provide OSU Intercollegiate Athletics with each of the following services (collectively, the "Services"):

1. Agent Booked Services set forth in Schedule A attached hereto.
2. Online Booking Tool services set forth in Schedule A attached hereto (collectively, the "Online Booking Tool Services").
3. Additional Services set forth in Schedule A attached hereto (collectively, the "Additional Services").
4. The implementation Services set forth in Schedule B attached hereto (collectively, the "Implementation Services").
5. The transition service set forth in Section 2. B. below (collectively, the "Transition Services").
6. All ancillary Services, functions or responsibilities related to the Services referred to in subsection (1) through subsection (5) of this Section that are normal, customary and incidental to the provision of such Services or that are subtasks of such Services, functions and responsibilities set forth herein, and are reasonably required for the proper performance and provision of such Services, functions and responsibilities, whether they are documented or not, including relationship and Contract management.

All Services under this Contract are inclusive for executives, staff, faculty, students and participants traveling on behalf of OSU Intercollegiate Athletics on official OSU business or activities. OSU Intercollegiate Athletics shall refrain from using any other travel agency or travel management company for the OSU-paid travel of said executives, staff, faculty, and students and from bypassing Contractor by making travel arrangements directly with any airline, hotel, or car-rental company, or by entering into a GDS contract directly with any GDS vendor. The following are exempt from this provision:

- Football Air Charters
- Group International Travel
- Tournament travel where the tournament host requires use of a specific travel service in order to participate in the tournament.

B. TRANSITION ASSISTANCE

Provided that this Agreement has not been terminated by Contractor due to OSU's failure to pay any undisputed amount due to the Contractor, Contractor will provide to OSU and any Replacement Contractor, assistance reasonably requested by OSU to effect the orderly transition of these services, in whole or in part, to OSU and to Replacement Contractor (such assistance shall be known as the Transition Services") following the termination of this contract, in whole or in part.

The Transition Services shall be provided on a time and materials basis and may include:

1. developing a plan for the orderly transition of the terminated Services from Contractor to OSU or Replacement Contractor;
2. if required, transferring all OSU data to Replacement Vendor;
3. using commercially reasonable efforts to assist OSU in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services;
4. using commercially reasonable efforts to make available to OSU, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the Services;
5. such other activities upon which the parties may agree. Notwithstanding the foregoing, should OSU terminate this Contract due to Contractor's material breach, OSU may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Contract shall apply to the Transition Services. This Section shall survive the termination of this Contract.

3. **STANDARD OF CARE**

Contractor shall proactively handle emergency travel. If an alert involves something that would impact current or upcoming travelers, Contractor will promptly send notification and a report via email to the pre-identified emergency contacts within OSU Intercollegiate Athletics.

4. **ACCOUNT MANAGEMENT**

- A. Service Levels: Contractor shall perform the Services in accordance with the Service Levels (SLA) to be negotiated in good faith by the parties as soon as reasonably practicable after the execution and delivery of this Contract by the parties (the "Service Levels"). The parties will attach such Service Levels to this Contract as **Schedule D**. If, however, the parties fail to reach an agreement regarding Service Levels, Contractor shall perform each Service under this Contract to the highest commercial standard applicable to that Service.
- B. Proactive Account Management: Contractor will proactively manage issues in a manner that results in all tasks required to be performed pursuant to this Contract being performed on time and without undue delay, interruption or inconvenience to OSU or OSU's travelers.
- C. Identify and Facilitate Cost Savings: Contractor shall proactively identify, and shall present to OSU from time to time, ideas on how OSU can realize increased cost savings in connection with the Services. Contractor shall, in accordance with OSU's instructions, direct OSU's travelers to less expensive travel alternatives even if more expensive alternatives are available to OSU's travelers under OSU's travel policies. In addition, Contractor shall periodically negotiate (or renegotiate) more favorable rates with airlines, hotels, rental car agencies, and any other

applicable providers of travel services. Contractor shall focus on the geographic areas to which OSU's travelers most frequently travel, and on the providers or category of providers that OSU prefers, in each case in accordance with OSU's instructions. In connection with the Services, Contractor shall make available to OSU and its travelers the lesser of the negotiated rate (i) that Contractor has in place with airlines, hotels, rental car agencies, and any other applicable providers of travel services at the time the applicable reservation is made or (ii) that OSU has in place with such providers at the time the applicable reservation is made.

- D. Continuous Improvement: Contractor shall, on a continuous basis, (i) identify ways to improve Services and the Service Levels and (ii) identify and apply proven techniques and tools from other installations within its operations, or from other clients of Contractor, that would benefit OSU either operationally or financially. Contractor shall, from time to time, provide OSU with updates with respect to such applicable best practices, improvements, techniques and tools.
- E. Periodic Performance Review:
Contractor shall perform an annual review, or reviews at such other intervals requested by OSU: To assess Contractor's overall performance under and compliance with this Contract, including its operational and financial performance (including, for example, Contractor's cost-savings efforts contemplated by this Section 4 and to discuss any suggestions for process or Service improvements, any updates to OSU's business requirements, and any industry news or trends that may affect OSU Intercollegiate Athletics. The review shall be performed to coincide with fiscal reporting cycles to the extent practicable. To the extent that either party identifies any issues, Contractor shall work in good faith to resolve such issues as soon as reasonably practicable, and shall provide periodic updates to OSU from time to time regarding the progress of the resolution of such issues.

5. **REPRESENTATIONS and WARRANTIES**

Contractor represents and warrants to OSU that:

- A. Contractor is an Airlines Reporting Corporation (ARC)/International Air Transport Association ("IATA") accredited travel Contractor. Contractor shall provide Services from its primary Customer Care Center located in onsite office at OSU Athletics Department.
- B. Contractor has procured all necessary licenses, registrations, approvals, consents, and any other communications in each jurisdiction as required to enable Contractor to perform its obligations under this Contract;
- C. Contractor has the qualifications and the ability to perform the Services in a professional manner without the advice, control, or supervision of OSU. Contractor shall provide personnel trained to perform the Services.
- D. Contractor possesses all the legal right, title, or interest in or to any intellectual property that has been or will be used to provide the Services (including, for example, software, designs, copyrights, patents, trademarks, and trade secrets, or appropriate licenses thereto).
- E. Except as otherwise provided in this Contract including as provided in Section 6, all Deliverables supplied by Contractor to Agency shall be transferred to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct security interests, liabilities, and encumbrances of any kind.
- F. Contractor represents and warrants that it will maintain, operate and enforce, prior to the receipt of, and during the period in which contractor has possession of or access to, any

Personal Information, an active and effective information security program that at a minimum complies with the requirements of the Oregon Identity Theft Protection Act (ORS 646A.600 et. Seq) to preserve the security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control.

G. The Contractor represents and warrants that, the Scope of Services provided through this Contract and Statement of Work shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Application Services, collect unlawful personally identifiable information on users, or prevent the Application Services from performing as required under the terms and conditions of this Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Application Services expressly permitted by the terms and conditions by the license under which it was provided.

WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE AGENCY'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

6. SOFTWARE AND LICENSES.

A. License to Contractor System: Contractor hereby grants OSU and OSU contractors and agents solely acting on behalf of OSU, during the Term and any Termination Assistance Period, a non-exclusive license (with no right to sublicense) to access and use the Contractor system (as that term is defined below) by connecting remotely through an interface to obtain the Services under this Contract. The scope of such license will include all modifications, updates, enhancements, new versions and new releases of the Contractor system used by Contractor to provide Services under this Contract. The term "Contractor system" means the software, machines and related tools used to provide the Services. OSU's use of any Contractor System by connecting remotely to such Contractor System will not be limited to any specified number of users, workstations, seats or specific locations.

B. Contractor Software: Contractor hereby grants OSU and OSU contractors and agents solely acting on behalf of OSU, during the Term and any Termination Assistance Period, a non-exclusive license (with no right of sublicense) to access and use the software and related documentation owned by Contractor and used by Contractor in connection with its provision of Services under this Contract (collectively, the "Contractor Software"). OSU's use of any Contractor Software will not be limited to any specified number of users, workstations or seats or specific locations. Contractor shall provide commercially reasonable assistance to OSU to utilize, via distribution method chosen by OSU, new releases of Contractor Software.

C. Third-Party Contractor Software: Contractor hereby grants OSU and OSU contractors and agents solely acting on behalf of OSU, during the Term and any Termination Assistance Period, a non-exclusive license (with no right of sublicense) to access and use the software and related documentation owned by any third parties and used by Contractor in connection with its provision of Services under this Contract (collectively, the "Third-Party Contractor Software"). OSU's use of any Third-Party Contractor Software will not be limited to any specified number of users, workstations, seats or specific locations. Contractor shall provide commercially

reasonable assistance to OSU to utilize, via the distribution method chosen by OSU, new releases of Third-Party Contractor Software.

D. Contractor Portal Access License: Contractor hereby grants OSU, during the Term and any Termination Assistance Period, a non-exclusive license to access and use the Contractor Portal and the Services that are accessible over the Contractor Portal (and the data, information, user interface, tools, applications, trademarks, technologies, methodologies, business processes, know-how and other intellectual property used in connection with or displayed on the contractor portal). "Contractor Portal" means the web site provided and hosted by Contractor through which it is performing Services and making related information and other content available to OSU.

E. OSU Content: Contractor shall, with OSU's prior written approval and in accordance with OSU's instructions, integrate OSU Content into the portion of the Contractor Portal through which Contractor provides the ONLINE Booking Tool Services. Contractor will maintain the appearance and design of the Contractor Portal containing the OSU content in accordance with the branding requirements OSU provides to Contractor from time to time. OSU hereby grants to Contractor, during the Term and any Transition Assistance Period a non-exclusive, non-transferable, limited right to display OSU Content on the Contractor Portal, solely to provide the On-line Booking Tool Services, in accordance with such OSU branding requirements. As between the parties, OSU is the exclusive owner of the OSU Content, and Contractor will have no rights or interests in the OSU content except as expressly set forth in this Section 6(e). "OSU Content" means all images, logos, trademarks, service marks, text and other Content provided by OSU to Contractor under this Contract for inclusion into the portion of the Contractor Portal used in connection with the provision of the various applications and services accessed via the Contractor Portal.

For the avoidance of doubt, the Contractor System, the Contractor Software, the Third-Party Contractor Software, and the Contractor Portal shall each be deemed part of the Services.

7. **ACCEPTANCE OF SERVICES.**

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds Services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the Services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

8. **BUSINESS REVIEWS.**

Contractor will participate in business reviews as requested by OSU Procurement, Contracts, and Materials Management. Business reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

9. **FEES AND PAYMENT:**

In consideration of Contractor providing the Services under this Contract, OSU will pay Contractor the fees set forth in Schedule A attached hereto.

Contractor shall charge actual costs for official OSU travel to OSU's US Bank Ghost Card account. Contractor shall collect and submit the travelers billing information to

OSU in order for OSU to allocate the fees and costs back to the appropriate OSU Intercollegiate Athletics division. Billing information content, submittal frequency, form and format must be in accordance with OSU's instructions.

The remaining fees and costs due under this Contract shall be invoiced, as described in Schedule C, to OSU in accordance with the terms hereof. There will be no increase to the fees during the Initial Term of the Contract. Fees will remain the same for subsequent renewal terms, unless there is a material increase caused by suppliers in the travel industry or in the third-party-provider fees charged to Contractor in connection with the provision of Services hereunder. Contractor may request to make appropriate increases to the affected fees in Schedule A attached hereto at time of Contract renewal. At the time of Contract renewal negotiation, Contractor will provide OSU details to support the request to modify said fees. Contractor will provide supporting documentation to verify the increase (or decrease) in expenses or in supplier revenue to justify said fee increase (or decrease) for OSU review. Parties will negotiate and agree in writing to an amendment reflecting the agreed upon fee structure prior to the end date of contract. Negotiated fee increases (or decreases) will be documented in the amendment renewing the term of the Contract.

- A. BACK OFFICE SYSTEM & SUPPORT; Credit Card Reconciliation Report.
The Oregon State University US Bank Ghost Card provided by OSU's Business Affairs/Financial Accounting and Analysis Department is provided to the Contractor to charge approved airfare transactions and other approved Services. These Services are provided by the Contractor for associated OSU travelers on behalf of OSU for business purposes. OSU's Business Affairs/Financial Accounting department will make the final decisions on a case by case basis with regard to any exceptions.

B. EXPENSES.

Except as expressly set forth in this Contract, all costs and expenses relating to the Services are included in the fees set forth in such Schedule A and will not be charged to or reimbursed by OSU. To the extent that this Contract specifically identifies pass-through expenses to be paid by OSU, such expenses will be passed through by Contractor without mark-up, unless otherwise expressed in Schedule A. In addition, OSU shall be responsible for all no-show or late cancellation charges, airline service fees, and airline cancellation and change fees incurred by traveler, and (if requested by OSU), airline lost ticket application fees, airline ticket copy charges, and airline ticket usage verification charges.

C. VERIFICATION OF CHARGES: DEBIT MEMOS.

Contractor shall be responsible to timely verify all ARC and related airline charges and credits (including fares, taxes, facilities charges, debit memos, fees and commission credits). OSU shall be responsible for all debit memos assessed to the Contractor to the extent that they are the result of:

1. A commission recall notice from an airline due to a canceled and/or refunded airline ticket.
2. A tax calculation dispute.
3. A ticket or reservation dispute by an airline that is the direct result of an action or request by OSU or an attempt to secure a fare.
4. OSU's failure to pay for airline tickets. Contractor will invoice OSU for such debit memos in accordance with this Section 3. OSU's payment obligations with respect to any such debit memos are subject to this Section 9.

D. INVOICES AND PAYMENT TO CONTRACTOR.

With the exception of any fees and costs paid directly via the US Bank Ghost Card or payable directly by individual travelers for personal travel, Contractor will invoice OSU monthly for services completed and accepted by OSU.

Contractor shall include in each invoice:

1. The Contract number;
2. A description of Services performed, including the dates Services were performed, all deliverables delivered during the period of the invoices, the rate(s) for Services performed, and the total cost of Services;
3. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
4. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department for which the Services were provided if a Department Administrator is not specified.

OSU shall pay Contractor for Services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU invoices are normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

E. DISPUTED CHARGES.

OSU may withhold payment of any portion of an invoice that it disputes in good faith. No later than ten (10) days after the date of which such withheld fees or expenses are due, OSU will provide Contractor with a statement specifying the portion of fees or expenses being withheld and a reasonably detailed explanation of the reasons for withholding such fees and /or expenses. Whenever OSU withholds payment of a disputed portion of any invoice, the parties will negotiate expeditiously and in good faith to resolve any such disputes. The existence of any payment disputes will not limit or otherwise affect Contractor's obligations under this Contract, including, but not limited to, Contractor's obligations to provide the Services or to comply with the appropriate Service levels. The failure to withhold any amount will not constitute, operate or be construed as a waiver of any right OSU may otherwise have to dispute any fee or other amount or to recover any amount previously paid.

F. ADMINISTRATIVE FEE.

Contractor shall pay OSU Procurement, Contracts, and Materials Management an administrative fee of 3% of the total gross revenue from the Contract. Total gross revenue includes any business generated from OSU or other public agencies using this Contract under a permissive cooperative procurement. Administrative fee payments shall be made quarterly in arrears no later than 45 days after the end of each quarter, made payable to "OSU PCMM" and mailed to 644 SW 13th Street, Corvallis OR 97333. Payment shall include a report indicating Contractor's calculation of the gross revenue and the administrative fee. This administrative fee is designed to be invisible to the end users in that they will not see it as a separate, additional charge.

10. **INSURANCE**

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage,

with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. Said policies shall include, or be endorsed to include, Oregon State University and its officers, board members, employees, and agents as additional insured in said insurance policy.

B. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$1,000,000 combined single limit or per occurrence.

C. PROFESSIONAL LIABILITY INSURANCE, INCLUDING CYBER LIABILITY OR PRIVACY AND NETWORK LIABILITY.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, professional liability insurance, including cyber liability or privacy and network liability. Coverage limits shall not be less than \$3,000,000 per loss or occurrence and \$3,000,000 aggregate for professional liability insurance, and not less than \$1,000,000 per loss or occurrence and \$1,000,000 aggregate for cyber liability or privacy and network liability. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Network Security and Privacy Liability, Media Liability, Liability arising from the introduction of a computer virus, and Liability arising from theft, dissemination, and/or use of confidential information).

In the event the insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain insurance for an additional period of one (1) year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Contract.

If the Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement or otherwise insures the risks described in this section, the Contractor shall provide proof of same.

D. CRIME INSURANCE.

The Contractor must maintain during the term of the Contract, Crime Insurance, to include employee dishonesty coverage, which includes coverage for all directors, officers, agents, and employees of the Contractor with minimum limits of \$1,000,000 per loss. Coverage should be provided using ISO form CR 00 01 Employee Dishonesty Coverage Form or its equivalent and shall include ISO endorsement CR 04 01 Clients' Property or its equivalent and ISO endorsement CR 20 14 Loss Payable or its equivalent. The coverage shall not contain a condition requiring an arrest and conviction.

E. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

F. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract must provide and maintain, for all employees engaged in Work under this Contract, Workers' Compensation insurance as required by the laws where an employee engages in Work. The coverage must include statutory coverage for states in which employees are engaging in Work and employer's liability protection with minimum limits of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 each disease.

G. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

H. ACCEPTABILITY OF INSURERS.

Insurance is to be issued by an insurance company authorized to do business in the State of Oregon with an "A.M. Best" rating of no less than A-VII, or such other insurance carrier approved in writing, in advance, by OSU.

I. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

J. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

K. AIRLINE CHARTER SUBCONTRACTORS.

The Contractor shall require any airline charter subcontractors, which are contracted by Contractor, to obtain and maintain, for the entire duration of this Contract, comprehensive insurance coverage to cover the subcontractor's liability. Except as otherwise expressly provided herein, such insurance shall, at a minimum, consist of:

1. Comprehensive third-party liability insurance, including passenger legal liability, sufficient to cover all persons and all cargo authorized by OSU to be transported on the Aircraft, and protecting OSU and the Contractor against claims for bodily injury or death and property damage up to a combined minimum of five hundred million dollars (US Currency) \$500,000,000 per occurrence.

2. War risk liability insurance for a minimum amount of fifty million dollars (US Currency) \$50,000,000, based on endorsement number "AVN52E" as of 1 January 2002, or its current equivalent in the insurance marketplace, including hijacking and confiscation for the area of operations as described in Annex A, Paragraph 2.

3. Full all risk hull insurance, including hull war risk, both in flight and not in flight.

11. INDEMNIFICATION:

A. INDEMNITY.

1. Contractor shall defend, indemnify and hold harmless OSU and its officers, board members, employees, agents and other representatives against all liabilities, claims, actions, damages, expenses, or losses: (i) that arise from or result from the negligence, wrongful acts, willful misconduct or omissions of the Contractor or any of its owners, officers, directors, agents, employees or subcontractors, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes or violates on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.
2. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice and assistance of any claim; provided however, that OSU's failure to provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Contractor's ability to defend the claim.
3. Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

B. DEFENSE.

1. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

12. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

1. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
2. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

3. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

1. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services,

employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable Standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.

2. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended,

and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable

requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

These laws, regulations and executive orders are incorporated by reference herein to the extent

that they are applicable to the Contract and required by law to be so incorporated.

C. FEDERALLY REQUIRED PROVISIONS.

1. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment

Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

3. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for a contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
5. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. CONFIDENTIALITY.

1. Oregon Public Records Law Notice. OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).
2. Definition. "Confidential Information" of a party means all confidential or proprietary information, including all information not generally known to the public, the terms of this Contract, and OSU data. To avoid confusion, confidential information shall be marked as "confidential" on each page of the information submitted to the other party. "OSU Data" shall mean all data and information that is submitted, directly or indirectly, to Contractor by OSU or obtained or learned by Contractor in connection with the Services provided by Contractor under this Contract, including information relating to OSU's employees, contractor's vendors, customers, payment information, technology, operations, facilities, consumer markets, products, capacities, systems, procedures, security practices, research, development, business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, and other proprietary information. Without limiting the foregoing, confidential Information shall include all such information provided to each party by the other party both before and after the date of this Contract.

3. Use and Disclosure. All Confidential Information relating to a party shall be held in confidence by the other party to the same extent and with at least the same degree of care as such party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care. Neither party shall disclose, duplicate, publish, release, transfer, or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's prior written consent. Each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors, employees, and servants to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this contract or applicable law. Contractor acknowledges the sensitivity and confidentiality of nonpublic identifiable information relating to an OSU employee's or consultants travel profile or payment information, or OSU's payment information. With respect to OSU data, Contractor shall establish commercially reasonable controls to ensure the confidentiality of the OSU Data and to ensure that the OSU Data is not disclosed contrary to the provisions of this Contract or any applicable privacy laws, regulations and standards. Without limiting the foregoing, Contractor shall, at a minimum, implement such physical and other security measures as are necessary to; (1) ensure the security and confidentiality of the OSU Data; (ii) protect against any threats or hazards to the security and integrity of the OSU Data; and (iii) protect against any unauthorized access to or use of the OSU Data.
4. Exceptions. The obligations in Section D above shall not restrict any disclosure by either party (a) pursuant to any applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order and shall cooperate at the disclosing party's expense in any effort to comply with or to contest the order); or b) to either party's accountants, legal advisors, auditors, and financial advisors. Further, the obligations in Section D above shall not apply with respect to information that: (i) is developed by the other party without violating the disclosing party's proprietary rights; (ii) is or becomes publicly known (other than through unauthorized disclosure); (iii) is disclosed to, or learned by, the recipient from a third party free of any obligation of confidentiality; and/or (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Contract or any confidentiality agreements entered into between OSU and Contractor before the Effective Date. If the provisions of any applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard shall prevail over the provisions of Section D.
5. Disclosure of Confidential Information. In the event of a breach of this Section D or other compromise of OSU's Confidential Information of which Contractor is or should be aware (whether or not resulting from a breach), Contractor shall immediately notify OSU in writing detailing all information known to Contractor about the compromise, the OSU Confidential Information affected, and the steps taken by Contractor to prevent the recurrence of such breach and to mitigate the risk to OSU. Such notice shall be sent to the address indicated in the Notice section of the Contract, including a copy to OSU General Counsel's Office. If and to the extent that any compromised OSU Confidential Information includes any of OSU's employee data, contractor shall also identify the employee and employee information affected. Contractor shall provide OSU with access to all information related to such breach or compromise as reasonably requested by OSU.

6. Return of Materials. Upon request and/or upon termination of this Contract for any reason, contractor and OSU shall return, destroy, or cause the destruction of any and all records or copies of records relating to the other or its business, including Confidential Information, according to Contractor and OSU's instructions or relevant industry practices, unless in conflict with applicable law. Upon request, Contractor and/or OSU shall certify in writing that all such Confidential Information has been so returned or destroyed.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with the safety and health requirements of the states where the Contractor operates, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by state law, for the products subject to this provision.

F. FIREARMS POLICY.

Contractor shall comply with OSU policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

G. PARKING.

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

H. SEXUAL HARASSMENT POLICY.

Contractor shall comply with policy that prohibits sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

I. SMOKING POLICY.

Contractor shall comply with policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

J. WEBSITE ACCESSIBILITY.

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

13. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

B. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of

OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

1. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.

2. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

not

OSU Contract Administrator
OSU PCMM
ATTN: **180438P** Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: pacs@oregonstate.edu

and:

OSU Departmental Administrator
Jacque Bruns
Assoc AD-Business Ops
201 Gill Coliseum
Corvallis, OR 97331
Telephone: 541-737-0851
Fax: N/A
E-mail: Jacque.bruns@oregonstate.edu

CONTRACTOR Contract Administrator
Patrick Walsh
Senior VP, Collegiate Travel
P.O. Box 1086
Notre Dame, IN 46556
574-631-5155
574-631-8504
patwalsh@anthonytravel.com

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices

shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. **FORCE MAJEURE.**

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. **EXECUTION AND COUNTERPARTS.**

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

N. **SURVIVAL.**

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

O. **SEVERABILITY.**

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

P. **MERGER.**

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties.

14. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers'

compensation or the Public Employees' Retirement System, except as a self-employed individual.

- C. Pursuant to OSU Standard 580-061-0030 Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: Patrick Walsh

Date: 2/10/17

By: Patrick Walsh

Title: Senior Vice-President

OSU:

Signature: CA

Date: 2/14/17

By: Michael J. Green

Title: Interim VP for Finance/CFO

SCHEDULE A

SCOPE OF SERVICES AND PRICING

1. This Schedule A to the Contract sets forth the Agent Booked Services, the Online Booking Tool Services, On-Site Agent ("Key Person") and the Additional Services (along with the corresponding pricing for each) that OSU Intercollegiate Athletics requires, and that Contractor shall provide in accordance with the terms and conditions hereof and of the Contract.
2. Contractor shall deliver to OSU a best-in-class solution for efficient and effective travel booking and management for OSU Intercollegiate Athletics. Contractor will achieve the foregoing by providing an integrated solution composed of a number of specific services,

tools and functionality.

3. In providing such integrated solution, Contractor will perform its obligations hereunder and under the Contract in such a way as to enable OSU to meet its Intercollegiate Athletic travel-program objectives communicated to Contractor, and to meet OSU Intercollegiate Athletics' evolving business requirements, which may be updated and communicated to Contractor from time to time.
4. Neither party will have any right, power or authority, express or implied, to bind the other, except to the extent necessary to enable Contractor to make travel-related reservations or arrangements on behalf of OSU and individual OSU travelers as contemplated by this Contract.
5. This Schedule A sets forth specific Services and tasks that Contractor will provide to or on behalf of OSU. However, this Schedule A is not intended to include an exhaustive list or a detailed description of each and every task or Service component that Contractor will provide.
6. This Schedule A, in the aggregate, sets forth all compensation due to Contractor from OSU in connection with the Services provided by Contractor to OSU under the Contract. OSU will not be obligated to pay any fees, charges, expenses or costs other than those expressly set forth in this Schedule A. Contractor will provide the Agent Booked Services, the Online Booking Tool Services, and the Additional Services for official OSU Intercollegiate Athletic travel.
7. Key Persons:
Contractor and OSU agree that each individual specified below is an individual whose special qualifications and involvement in contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to OSU the expertise, experience, judgement, and personal attention required to perform services ("Key Person"). Each of the following is a Key Person under this Contract:

OSU:

Garrett Haldeman
Manager – Intercollegiate Athletics
Phone: 541-737-7479
garrett.haldeman@oregonstate.edu

Anthony Travel:

Pat Walsh
Senior VP, Collegiate Travel
Phone: 576-631-5155
patwalsh@anthonytravel.com

Neither Contractor nor any Key Person of Contractor shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, re-assign or transfer any Key Person's expertise, experience, judgement, and personal attention. If Contractor requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU

approves as a replacement for a Key Person is deemed a Key Person under this Contract.

8. **"ON-SITE DEDICATED AGENT(s)":**
SCOPE OF SERVICES AND PRICING

TRAVEL MANAGEMENT SERVICES	UNIT	FEE (\$)	NOTES:
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Annual Travel Management Fee – ON-SITE Dedicated Agent	1	\$96,000*	<p>Based on the travel data provided in this RFP and our experience and structure at Pac-12 Conference peer institutions, Anthony Travel proposes an on-site service configuration with a monthly management fee to eliminate the need for individual transaction fees. Anthony Travel recommends one full-time on-site account manager serve Beaver athletics.</p> <p>The annual management fee is payable to Anthony Travel via check or electronic funds transfer on a monthly basis.</p> <p>Not only does a flat monthly fee include all Oregon State University Intercollegiate Athletics transactions and Anthony Travel management services, it also includes all costs associated with the hiring process for the on-site agent, the salary of your dedicated on-site travel agent, an iPhone with email/text access for your on-site agents and a laptop (so that they can work from home in case of emergencies).</p> <p>*If Oregon State University selects Anthony Travel as the official travel partner for pre-season and post-season fan and donor trips, our proposed annual management fee is \$91,000 for one on-site agent in athletics.</p> <p>Fan and donor travel is defined as Anthony Travel being designated as the exclusive official travel partner of all Oregon State University athletic events, including bowl games, Final Four and others.</p>
Standard Implementation Fee	1	\$ Waived	Included in management fee.
AGENT BOOKED SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	Transaction	\$ Waived	Included in management fee.
International Air Booking	Transaction	\$ Waived	Included in management fee.
Group	Transaction	\$ Waived	Included in management fee.

Hotel Reservation – w/airline booking	Transaction	\$ Waived	Included in management fee.
Car Reservation – w/airline booking	Transaction	\$ Waived	Included in management fee.
Hotel Reservation – w/out airline booking	Transaction	\$ Waived	Included in management fee.
Car Reservation – w/out airline booking	Transaction	\$ Waived	Included in management fee.
Exchanges	Transaction	\$ Waived	Included in management fee.
Cancellations for booked airline ticket	Transaction	\$ Waived	Included in management fee.
Cancellations for reservations	Transaction	\$ Waived	Included in management fee.
Voids	Transaction	\$ Waived	Included in management fee.
Refunds	Transaction	\$ Waived	Included in management fee.
Help Desk Calls	Call	\$ Waived	Included in management fee.
After Hours/Emergency/Holiday Calls	Call	\$ Waived	Included in management fee.
International After Hours/Emergency/Holiday calls	Call	\$ Waived	Included in management fee.
ONLINE BOOKING TOOL SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	PNR	\$ Waived	Included in management fee.
International Air Booking	PNR	\$ Waived	Included in management fee.
Hotel Reservation – w/airline booking	PNR	\$ Waived	Included in management fee.
Car Reservation – w/airline booking	PNR	\$ Waived	Included in management fee.
Hotel Reservation – w/o airline booking	PNR	\$ Waived	Included in management fee.
Car Reservation – w/o airline booking	PNR	\$ Waived	Included in management fee.
Exchanges	PNR	\$ Waived	Included in management fee.
Cancellations for booked airline tickets	PNR	\$ Waived	Included in management fee.
Cancellations for reservations	PNR	\$ Waived	Included in management fee.
Voids	Transaction	\$ Waived	Included in management fee.
Refunds	Transaction	\$ Waived	Included in management fee.
Help Desk Calls	Call	\$ Waived	Included in management fee.
ADDITIONAL SERVICES	UNIT	FEE	NOTES:
Booking Tool – Initial License & Maintenance & Support Cost – 1 st Year	Annual	\$ Waived	Included in management fee.
Booking Tool – License Cost after Initial Term	Annual	\$ Waived	Included in management fee.
Booking Tool – Maintenance & Support Cost after Initial Term	Annual	\$ Waived	Included in management fee.
Implementation Cost of Booking Tool- Including input of OSU Travel Policies and other customizations and configuration.	One-Time	\$ 40.00/hr.	*** Provide "hourly" rates for these services

Onsite User Training and training intervals for Online Booking Tool	Day	\$ Waived	Included in management fee with exception of any hard dollar costs passed through from Concur and/or other supporting vendors.
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Set Up of Internet based User Training for Online Booking Tool	One-Time	\$ Waived	Included in management fee with exception of any hard dollar costs passed through from Concur and/or other supporting vendors.
Customization of OSU Travel Portal	One-Time	\$ Waived	Included in management fee with exception of any hard dollar costs passed through from Concur and/or other supporting vendors
Updates to OSU Travel Portal	Hour	\$ Waived	Included in management fee with exception of any hard dollar costs passed through from Concur and/or other supporting vendors
Custom Software Programming	Hour	\$ Waived	Included in management fee with exception of any hard dollar costs passed through from Concur and/or other supporting vendors
Onsite Launch of New OSU Travel Program – including Advertising, Marketing, and Public Relations	One-Time	\$ Waived	Included in management fee with exception of any hard dollar costs passed through from Concur and/or other supporting vendors.
Online Passenger Tracking	Transaction	\$ Waived	Included in management fee other than an applicable airline fees.
Passenger Ticket Name Change	Transaction	\$ Waived	Included in management fee.

Flight Insurance	Ticket	\$ N/A	<p>Our university travel partners typically maintain insurance coverage for their travelers as part of the university policy, and/or through their designated credit card program.</p> <p>For those who wish to purchase additional insurance on a reservation, Anthony Travel has partnered with Travel Guard for optional travel insurance. Insurance can be purchased by calling Travel Guard's toll free number or by direct link at http://www.anthonyttravel.com/travel-insurance.</p> <p>Some of our university partners have also contracted with International SOS to provide worldwide assistance and evacuation services. The program is available to all employees and students traveling abroad on University business or programs. Fees for International SOS are negotiated directly between the university and International SOS.</p> <p>If required by OSU Intercollegiate Athletics, we would be happy to talk through the specific costs of a broad coverage plan.</p>
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Paper Ticket Issuance	Ticket	\$ Waived	Included in management fee.
Paper Ticket Delivery	Ticket	\$ Waived	Included in management fee.
Paper Ticket Express Delivery (Overnight)	Ticket	\$ Waived	Included in management fee.
24 X 7 Traveler Assistance	Annual	\$ Waived	Included in management fee.
Ground Transportation Reservation (Other than Car Rental)	Transaction	\$ Waived	Included in management fee.
Air Charters	Charter	\$ Waived	Included in management fee.
Ad-Hoc Management Reports (Not included in Standard Reports)	Report	\$ Waived	Included in management fee.
Travel Policy Consulting	Hour	\$ Waived	Included in management fee.
Group Travel 2-9 Travelers	Itinerary	\$ Waived	Included in management fee.
Group Travel 10 or more Travelers	Itinerary	\$ Waived	Included in management fee.
Visa and Passport Services	Service	\$ Waived	Included in management fee other than any direct costs from Visa or Passport companies.
Frequent Flyer Ticket Award Processing (Upgrade or Ticket)	Transaction	\$ Waived	Included in management fee.
Airline Sourcing Services	Hour	\$ Waived	Included in management fee.
Hotel Sourcing Services	Hour	\$ Waived	Included in management fee.
Credit Card Reconciliation	Hour	\$ Waived	Included in management fee.
Group and Meeting Planning	Hour	\$ Waived	**Included at cost IF the scope falls within the on-site agent's work. Further discussion is needed to understand the scope of work and develop pricing.
Group Travel Tours	Hour	\$ Waived	**Included at cost IF the scope falls within the on-site agent's work. Further discussion is needed to understand the scope of work and develop pricing.
Event Tickets for Groups	Event	\$ Waived**	**Included at cost IF the scope falls within the on-site agent's work. Further discussion is needed to understand the scope of work and develop pricing.

SCHEDULE B

IMPLEMENTATION SERVICES

This Schedule B to the Contract sets forth the Implementation Services the Contractor shall provide to OSU Intercollegiate Athletics under the Contract.

1. Implementation Project Management.

- Attend Kickoff Meeting
- Introduce Communication Plan
- Perform Process Assessment of current work flow for travel requests
- Discuss Transition Plan with OSU
- Begin data share discussions with OSU
- Secure Travel and Expense Policy; Airline, Hotel, and Car Rental Agreements from OSU
- Determine core hours of operations
- Determine financial system & invoicing requirements
- Finalize Implementation Plan

2. Divisional Operation Management.

- Review and obtain Divisional Operations data from OSU
- Analyze data and communicate any gaps in data provided from assessment, observations and interviews back to OSU for review and/or correction

3. Staffing.

- Assign/hire Contractor staff as required
- Conduct training/orientation for Contractor staff
- Determine shift schedule requirements for Contractor staff

4. Technology Hardware.

- Portal and Online Booking Tool Implementation
- Obtain profile data
- Establish call center phones and reporting
- Build out phone reporting

5. Supplier Notifications.

- Notify OSU's suppliers of new ARC
- Obtain permissions to reuse nonrefundable tickets
- Confirm negotiated car discounts are added to Online Booking Tool

6. Communication to OSU's Employees.

- Work with OSU to develop Communication Plan & calendar to support transition
- Determine methods for communication with OSU's employees
- Create/gain OSU's approval for transition materials to communicate new phone number, website portal uniform resource locator (URL) and expected start date
- Develop classroom and online training materials for OSU's employees

7. Reporting Needs

- Review current reporting needs for OSU, make recommendations
- Customize report views, if necessary

SCHEDULE C
FORM OF INVOICE

(TO BE ADDED AFTER CONTRACT EXECUTION)

SCHEDULE D
SERVICE LEVELS

TO BE DEVELOPED TOGETHER AS PART OF THE IMPLEMENTATION